

Preamble

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These terms and conditions of sale (hereinafter the “**Agreement**”) governing orders placed on the www.quiksilver.dk website (the “**Web Site**”) are hereby entered into between:

1. **Na Pali**, a company registered in France with no. B 331 377 036, whose registered address is 162 rue Belharra, 64500 Saint Jean de Luz, FRANCE, VAT no: FR42331377036 and represented by Mr. Nicolas Foulet, (hereinafter “**Quiksilver**”, “**We**”, “**Us**”, “**Our**” or the “**Vendor**”).

2. any natural person who places an order via the Web Site for goods which the Vendor offers for sale on the Web Site (hereinafter the “**Order(s)**”), on a strictly personal basis and not for commercial, charitable or trade purposes, nor for the purposes of resale or transfer whether free of charge or in return for consideration (hereinafter the “**User**”, “**You**”, “**Your**” or the “**Customer(s)**”).

The Vendor and the Customer shall be referred to individually as a “**Party**” and collectively as the “**Parties**” for the purposes of this Agreement.

By placing an Order, the Customer agrees that its relationship with the Vendor concerning the preparation, conclusion and performance of any Order shall be governed by the Agreement entered into by the Customer upon placing an Order as well as by the Terms and Conditions governing the Use of the Web Site which apply upon placing any Order and which shall be deemed to constitute, together with this Agreement, a single indivisible contractual whole governing the relationship between the Parties, to the exclusion of any previous version of contractual terms available on the Web Site and any terms and conditions of the Customer.

ARTICLE 1. Purpose, Applicable Law and Territory

1.1. Purpose

This Agreement sets out the terms and conditions governing the sale of goods offered by the Vendor on the Web Site, between the Vendor and the Customer. This Agreement contains the conditions under which orders are placed, paid for, tracked and delivered, and where applicable, the warranties which may be applicable to Orders and the Customer’s right of withdrawal, in compliance with the terms of this Agreement and the law governing this Agreement.

The Vendor shall be entitled to alter its terms and conditions of sale at any time. The terms and conditions of sale governing the relationship between the Parties shall be the version which was online at the time the Customer placed his/her order and which was expressly accepted by the Customer upon placing his/her order, those terms and conditions of sales constituting therefore the Agreement as defined in Preamble.

1.2. Applicable law and settlement of disputes

The Web Site, this Agreement and any Orders which are placed through the Web Site, as well as the performance thereof, shall be governed by Danish law. Any dispute arising in connection with the interpretation or performance of this Agreement shall be placed under the jurisdiction of the courts competent under the Danish rules of law.

1.3. Territory

Any Order placed on the Web Site may only be validly concluded between the Vendor and a Customer residing in Denmark, to which the Order must be both billed and delivered in Denmark.

Should the Customer reside outside the abovementioned territory, he or she may not validly place an Order via the Web Site.

ARTICLE 2.ORDERS

2.1. Placing an Order

During the ordering procedure the Vendor will ask the Customer to confirm that the Order is correct before the Customer proceeds to the checkout. If the Order is not correct, the Customer can revisit the Order and correct the mistake before submitting the Order to the Vendor. It is the Customer's responsibility to ensure that the Order is correct.

By placing an Order on the Web Site, the Customer confirms that:

- a. he/she is not purchasing the goods for a commercial purpose as a trader;
- b. he/she resides in a territory listed in article 1.3; and
- c. the information provided by the Customer during the ordering procedure (including without limitation, title, first name, surname, phone number, email address, delivery and invoicing address) is accurate and complete.

2.2. The Customer's acceptance of this Agreement

The Customer must read and expressly accept this Agreement prior to placing any Order on the Web Site. Customers may save or print out the Agreement which applies to their Order. When Customers are ready to finalise an Order, they may print out a summary statement of such Order.

2.3. The Vendor's acceptance of the Order

The Vendor only accepts Orders received via the Web Site from Customers residing in the territory listed in article 1.3 above provided that such Orders are due to be delivered in the territory where the

Customer resides and provided that the value of each Order amounts to no more than 11 189 Danish Kroner DKK.

Once the Vendor receives an Order placed by the Customer, the Vendor shall send a detailed order confirmation to the Customer stating the total amount being billed to the Customer including all taxes, as well as the amount of VAT which is being charged and the delivery terms applicable to the Order (the "**Acknowledgement**"). Subject to article 4.2.1, this Acknowledgement shall express the Vendor's acceptance of the Order placed by the Customer.

Any goods and their prices shall only apply to Orders placed by Customers as long as they are visible on the Web Site during the placing of an Order by a Customer.

The Vendor undertakes to notify the Customer by e-mail, should any goods or services turn out to be unavailable once an Order has been placed by the Customer. In such case, the amount to be billed for the Customer's Order shall be recalculated and the Customer shall be reimbursed for the amount of the unavailable goods or services. Should all the goods ordered by the Customer be unavailable, the Customer shall be notified by e-mail that the Order is cancelled and shall be reimbursed for the total amount of the Order. The Vendor's cancellation of the Customer's Order shall not give any right to compensation for the Customer based on the unavailability of the expected goods or services. The Customer shall be free to place a new Order on the Web Site for other available goods.

ARTICLE 3. Description of the goods and applicable prices

3.1. Description of the goods

Users may, prior to placing an Order, peruse the essential characteristics of the goods which they intend to order on the Web Site.

3.2. Applicable prices

By placing an Order, the Customer accepts the prices and descriptions of the goods and services which are offered for sale on the Web Site.

The prices which are quoted next to each item offered for sale shall be shown in Danish Kroner DKK but exclude shipping and delivery costs.

The price of the Order shall include Value Added Tax (VAT) at the rate applicable on the date the Order is placed in the territory where the Customer resides and where the Order is delivered and, if applicable, the delivery costs of the Order.

3.3. Discounts

Any special offers, promotional deals and money-off vouchers (hereinafter the “**Discounts**”) shall only be valid during the period of validity and subject to the conditions of each Offer. Discounts may not under any circumstance be converted into a sum of money which is reimbursable or payable to the Customer.

Discounts may only be used by the Customer to whom they are granted and shall not be transferable to third parties. They shall be subtracted from the value of the Customer’s Order including tax but excluding the costs of shipping and delivering the Order. Unless otherwise mentioned in a specific Discount offer, the Customer shall be barred from using several Discounts cumulatively when placing a given Order.

Where the Customer mentions his/her possession of several Discounts on the Web Site concurrently, the Customer shall only be able to use the Discount of the largest amount for the same Order.

ARTICLE 4. Terms of payment

4.1. Payment currency

The currency used to pay for Orders shall be Danish kroner (DKK).

4.2. Terms of payment

The Customer must pay for goods when it places the Order. Customers may pay for their Orders online using any of the following cards: Carte Bleue, Visa and Mastercard, and by providing their card number and expiration date, as well as the three last digits of the number shown on the back of their bank card. For payment, Customers can use, when appropriate, a voucher by entering the relevant code: conditions related to vouchers apply. The same applies to special offers, promotional codes and other time-limited discounts.

An immediate reimbursement on the Customer’s bank account in case of unavailability of a good shall not give any right to compensation to the Customer.

4.2.1 Data processed by the Vendor

When paying for an Order, the Customer provides the Vendor with an implied warranty that he/she has the requisite authorisation to use the payment method he/she elected upon placing his/her Order. Any Acknowledgement issued by the Vendor shall be subject to approval of the Customer’s payment by the relevant electronic payment validation server. Should the Customer’s bank reject the payment, the Order shall not be finalised and shall be cancelled. As part of the measures taken to prevent fraud over the Internet, the Vendor shall be entitled to transmit information concerning the Order and the Customer’s payment method to a third party for verification purposes.

The Vendor shall check any Orders which have been validated on the Web Site in conjunction with the bank in charge of handling the electronic payments. Thus the Vendor may verify any Order whose

delivery address is different from the Customer's billing address. In doing so, the Vendor may ask the Customer to provide further information and documents required for the Order to proceed: evidence of the fact that the Customer and/or the person whose name was provided does indeed reside at the delivery address, the Customer's bank details, etc. These requests shall be forwarded to the Customer either by e-mail or over the telephone.

The bank account linked to the payment method used by the Customer shall be debited as from the finalisation of the Order by the Customer on the Web Site. The Vendor shall be entitled to suspend or cancel any Order and/or any Delivery, whatever the nature or state of progress thereof, if any moneys due by the Customer are not paid or if there are any other problems with the Customer's payment. Should a Customer fail to pay or pay late for all or part of a previous Order, any subsequent Orders placed by the Customer may be refused and any pending deliveries for the Customer may be suspended. The Vendor shall notify the Customer of this situation.

4.2.2 Data processed by the bank handling the payments

For the purpose of ensuring the security, integrity and confidentiality of all payments made via the Web Site, the details of Customers' bank cards shall be encrypted using the SSL (Secure Socket Layer) protocol while they transit over the Internet.

The data set out in the Order form shall be handled by Ogone and CIC, a French bank, under its sole responsibility, in order to authorise payment for the Order and analyse the banking transaction as part of the measures taken to combat credit card fraud.

Should any payment incident occur in connection with a fraudulent use of a bank card, the data set out on the corresponding Order form shall be recorded in a payment incident file kept by Ogone and CIC bank (and paypal when applicable). Any wrong or inaccurate declaration as well as any anomaly may also be dealt with specifically by the bank.

The Customer's account shall only be debited when the goods, assuming they are available, are dispatched. Should some of the goods be out of stock or otherwise unavailable, the Customer's account shall only be debited to the extent of the value of the goods which are effectively dispatched.

ARTICLE 5. DELIVERY

For security reasons and in a bid to prevent bank card fraud, the billing address and delivery address of any given Order must be located within the same territory, which must also be the territory listed in article 1.3 above.

The goods ordered shall be delivered by the transport operator to the postal address designated by the Customer upon confirmation of his/her Order. The delivery date is fixed at a maximum of 7 (seven) working days from the Order Confirmation, depending on the delivery option chosen by the Customer (Standard, Express or collect point) and the territory to which the Order is being delivered.

5.1. Delivery terms

The Vendor shall entrust the following transport operator with the task of transporting the goods.

Denmark	DPD	TNT	
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Any Orders which are placed on a Friday, Saturday, Sunday or a public holiday in Denmark shall be processed as of the following Monday or as of the next working day. The delivery timescales are expressed in working days and shall vary depending on the destination of the goods. Without prejudice to the provisions hereinbefore and for information only, the delivery times generally noted for the various forms of delivery are as follows:

- 4 (four) working days for "Express" deliveries bound for addresses in Denmark as from the confirmation of the Customer's Order by the Vendor. In order to benefit from Express delivery, the Order must be placed by the Customer and confirmed by the Vendor before midday.

- 5 (five) working days in the case of "Standard" deliveries bound for addresses in Denmark as from the confirmation of the Customer's Order by the Vendor.

- 7 (seven) working days in the case of "Collect point" deliveries bound for addresses in Denmark as from the confirmation of the Customer's Order by the Vendor.

During the sales/promotion period, the delivery times may be longer than those usually noted. If the Customer orders more than one good, different packages will be able to be delivered on different dates.

The simple overrun of the delivery time does not give any right to compensation.

5.2. Delivery tracking upon confirmation of an Order by the Vendor, an order tracking number shall be provided to the Customer to enable the latter to track the progress of the delivery of his/her Order. The Customer may either:

- Click on a hypertext link featuring the Order confirmation, or

- Type the order tracking number of his/her Order in the parcel tracking area of carrier's web site as well as the postcode of the delivery address.

5.3. Presentation of the package to the Customer

Upon the "Express" delivery, the goods ordered shall be delivered to the Customer's personal address, wherever the location, such as its floor, provided that the delivery person is provided with the entry codes or access which he or she requires to deliver the goods.

Upon the "Express" delivery of the package, a Delivery note shall be presented to the Customer who shall be asked to sign it. Should it prove impossible to deliver the package to the Customer for any reason whatsoever (e.g. the Customer's absence, incorrect delivery address, address cannot be found, etc.), the delivery person shall transmit a non-delivery code to the Vendor and shall leave a note to the Customer stating that he/she attempted to deliver the parcel and indicating the process for

finalizing the delivery. If the Customer doesn't withdraw his packaging by presenting his ID card 10 days after the note leaved to the Customer, the packaging will be returned to the Vendor.

Upon the "Standard" delivery, the package shall be presented to the Customer who shall not be asked to sign it. Should it prove impossible to deliver the package to the Customer (e.g. the Customer's absence, incorrect delivery address, address cannot be found, etc.), the delivery person shall transmit a non-delivery code to the Vendor and shall leave a note to the Customer stating that he/she attempted to deliver the parcel and indicating the process for finalizing the delivery. If the Customer doesn't withdraw his packaging after 10 days, presenting his ID card, the packaging will be returned to the Vendor. The custom service will contact the Customer to establish whether he prefers to make a re-delivery or get reimbursed.

The goods will be the Customer's responsibility from the completion of delivery.

ARTICLE 6. Warranties

With the exception of any goods which have been personalised at the Customer's request, goods which are sold via the Web Site may be exchanged or refunded under the terms and conditions of this Agreement and subject to the applicable law of this Agreement.

6.1. The Customer's right to change his/her mind

The Customer may from the date on which he/she places an Order cancel that Order in respect one or more of the goods that are the subject of that Order and request reimbursement for same subject to provisions set out below.

If the Customer wishes to cancel an Order in respect of certain good(s), he/she has 30 (thirty) days after delivering all the goods that are the subject of that Order to do it. The Customer returns at his expense the ordered products by following the instructions indicated on the return label which is in the delivered packaging, and detailed hereinafter. In the case the Customer loses the return label, he/she shall contact the customer service by using the pre-filed form : Contact us by the website <http://www.quiksilver.dk/> section custom service or by writing to service.client@quiksilver-europe.com

"1. After have verified that the return conditions are respected, the Customer shall carefully pack the returned Products in the package of his choice and ensure that the package is securely closed with an adhesive tape.

2. The return label contained in the delivered package shall be sticked on the package containing the returned goods.

In the case the returned goods come from different orders, the Customer shall stick on the return-package all the different return labels initially provided in the delivered packages.

3. The products returned by the Customer to the Vendor shall be addressed to :

MAGAZIJN 16
Service Retour
OUDEDIJK 1 - KAAI 1548
9130 KALLO
BELGIUM

The Customer is free to use the transporter of his/her choice.

The transport costs of the return package stay at the Customer's charge.

4. The Vendor will withhold the reimbursement of the Customer by credit restituting on the bank account used by the Customer to order the products, within 2 to 3 days (variable delay according to the different banks) after the Vendor has collected the goods back or the Customer has supplied evidence of having sent back the goods, whichever of the two is the earliest.

The Customer's cancellation of his/her Order shall only be taken into consideration provided that the goods for which the Customer is requesting reimbursement from the Vendor have been returned to the Vendor without undue delay and in keeping with the terms and conditions which are set out in article 6.3 below. Should this be the case, the Vendor shall reimburse the Customer by the same means of payment that the Customer used for the initial transaction unless expressly agreed otherwise. In any event, the Customer will not incur any fees as a result of the reimbursement.

If the goods returned prove to be defect or in any other way have a lesser value other than from what may be expected of a general inspection of the goods, the consumer is liable and shall pay compensation equaling the lost value of the goods.

6.2. Non conformity of the Products

The rights and obligations of the Parties in case of defective goods are governed by Danish law

6.3. Terms governing the return of goods to the Vendor

When any goods are covered by a specific warranty, the deadline and terms of the warranty are set out in the description of the goods involved.

Any goods returned by the Customer to the Vendor must have been purchased by the Customer on the Web Site and must have been delivered to the Customer; they must be returned in a proper condition (including original packaging, operating instructions and accessories, barcodes and original label), and must be accompanied by the return label contained by the delivered package.

Any goods which are returned to the Vendor by the Customer must be sent to:

MAGAZIJN 16
Service Retour
OUDEDIJK 1 - KAAI 1548
9130 KALLO
BELGIUM

Goods which are returned to the Vendor shall transit under the Customer's own responsibility. Therefore the Vendor hereby advises the Customer to return the goods using a transport operator which provides a facility for packages to be tracked on their way to the Vendor.

The shipping costs of the goods being returned to the Vendor shall be borne by the Customer.

Upon receipt of the package containing the goods being returned by the Customer, the Vendor shall check that the goods being returned are compliant as well as the reason for the return.

6.4. Exchanges

Any request for an exchange submitted by a Customer must be submitted within 30 (thirty) days from the date on which the goods were received and in compliance with the terms of article 6.3 above. If the Customer wants to exchange one or several goods, he shall proceed in two (2) stages : to obtain the reimbursement, the Customer must return the product he/she no longer require using exactly the same method as a standard return and place a new order for the product you wish to receive.

6.5 Damaged, defective or incorrect goods

If the Customer wants to return goods because of their defects or Vendor error, the Customer shall contact the customer service to obtain the instructions by following the pre-filed form : Contact us (by the website <http://www.quiksilver.dk/> section customer service). If not, the Vendor won't be able to take over the cost of returning the goods.

ARTICLE 7. Liability

The Vendor hereby disclaims liability for any failure to perform its obligations under this Agreement as

a result of the occurrence of circumstances of force majeure or fortuitous event as defined by Danish law and by the Danish courts.

Similarly, the Vendor hereby disclaims liability for any inconvenience or damage caused by the use of the Internet network, such as any interruption of the availability of the Site, any breakdown in the service, any external intrusion or presence of computer viruses, any losses or alterations of data or of files, or any indirect damage, not attributable to the Vendor.

ARTICLE 8. Electronic Signature, Proof and Electronic Storage

The Customer's online disclosure of his/her bank card number and final confirmation of the Order shall constitute evidence of the integrity of the Order and shall give rise to the Customer being liable to pay the entire value of the Order.

The Parties hereby agree that any data, information, files, dates and times on which the Web Site was viewed and on which any Orders were placed and any other data transmitted in digital form between the Parties shall constitute admissible and valid evidence which shall be enforceable and binding on the Parties.

The Parties hereby pledge not to challenge the admissibility, validity, enforceability or evidential value of the aforementioned electronic data elements based on the fact that they are electronic in nature. Unless proven otherwise, these elements shall be valid and binding on the Parties in the same way, under the same terms and with the same evidential value as any document which is drawn up, signed or stored in writing. The Vendor shall for as long as reasonably necessary store all Order Forms and invoices on a reliable and durable medium so as to retain an integral and durable copy thereof.

In the event that the Customer becomes aware of a fraudulent use of his/her bank card by a third party, the Customer should notify the Vendor as soon as possible by sending an e-mail to the customer service, stating the number of the bank card involved and the date of the Order, and providing evidence of his/her identity. The provision of this information shall not give rise to any right to compensation of the Customer nor to any duty upon the Vendor to reimburse the Customer. Where applicable, the Customer may request compensation or reimbursement from the bank which issued his/her bank card in keeping with the provisions of the applicable laws and with the terms of the contract between the Customer and the bank.

ARTICLE 9: General

9.1 The Customer may only transfer its rights or obligations under this Agreement to another person if the Vendor agrees to such transfer in writing. The Vendor may transfer its rights and obligations under this Agreement at any time.

9.2 This Agreement is between the Vendor and the Customer. No other person shall have any rights to enforce any of its terms.

9.3 Each of the articles in this Agreement operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

9.4 If the Vendor fails to insist upon the strict performance of any of the Customer's obligations under the Agreement, or the Vendor does not enforce its rights against the Customer, or if the Vendor delays in doing so, that will not mean that the Vendor has waived its rights against the Customer, and will not mean that the Customer does not have to comply with those obligations. If a Vendor does waive its rights under this Agreement, it shall only do so in writing. Any waiver by the Vendor in respect of a Customer default shall not constitute a waiver of any subsequent default.

ARTICLE 10: Contact us

Write to us: You can send us an email by clicking here: [Contact-us](#) or on the following email address service.client@quiksilver-europe.com.

Call us: use the free phone customer service number +45 78 75 52 66

Opening Hours: Monday to Thursday from 9:00 to 12:30 am and 02:00 to 06:00 pm. Friday from 09:00 to 12:30 am and 02:00 to 04:30 pm.

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